

CITY OF FAIRFIELD

RESOLUTION NO. 2015 - 187

RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO
EXECUTE A CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF
FAIRFIELD AND FMG ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING
DESIGN SERVICES FOR THE FAIRFIELD/VACAVILLE INTERMODAL STATION
BUILDING

WHEREAS, the City is in the process of constructing a new train station for the Capitol Corridor service at the corner of Peabody and Vanden Roads; and

WHEREAS, the City will implement the Fairfield/Vacaville Intermodal Station Building project; and

WHEREAS, the City solicited qualifications for design services and FMG Architects was deemed the firm most able to perform quality design services at a fair and reasonable price.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield that certain agreement for consulting services with FMG Architects for the Fairfield/Vacaville Intermodal Building, for an amount not to exceed Five Hundred, Sixty-Eight Thousand, and 00/100 dollars (\$568,000).

Section 2. The Public Works Director is hereby authorized to execute and administer amendments in an amount not to exceed \$113,600.


PASSED AND ADOPTED this 18th day of August 2015, by the following vote:


AYES: COUNCILMEMBERS: Price/Timm/Bertani/Moy/Vaccaro

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE


MAYOR

ATTEST:

CITY CLERK
pw

AGREEMENT FOR CONSULTING SERVICES

Architectural and Engineering Services for the Fairfield/Vacaville Intermodal Station Building

THIS AGREEMENT, made and entered into this 28 day of August, 2015, by and between the CITY OF FAIRFIELD, a municipal corporation, hereinafter referred to as "CITY" and FMG ARCHITECTS, hereinafter referred to as "CONSULTANT."

RECITALS

A. CITY desires to contract for certain consulting work necessary for design of the **Fairfield/Vacaville Intermodal Station Building**, and for the purposes of this Agreement shall be called "PROJECT," and,

B. CONSULTANT is willing and qualified to undertake said consulting work;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

AGREEMENT

I. DUTIES OF CONSULTANT

The CONSULTANT shall provide professional consulting services required for design of the PROJECT as follows (collectively, "Consultant's Services"):

- A. Project Coordination. The CONSULTANT's primary contact with the CITY shall be the CITY's Project Manager (Ryan Panganiban) or any other as designated by the City Engineer.
- B. Scope of Work. The CONSULTANT shall provide the architectural and engineering design services in accordance with the Scope of Work attached hereto as Exhibit "C" and incorporated herein by this reference.
- C. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for furnishing services pursuant to this Agreement.

II. DUTIES OF CITY

The CITY shall:

- A. Make available previous plans, reports, and all other data relative to the design of the PROJECT and full information as to the CITY's requirements, including title reports and condemnation guarantees as required.

- B. Review preliminary and final plans, specifications, estimates, and other documents presented by CONSULTANT and render decisions within a reasonable time, and give prompt notice to CONSULTANT at any time CITY observes or otherwise becomes aware of any error, omission, or defect in the PROJECT.
- C. Provide soils reports if necessary.
- D. Provide for all necessary environmental clearances.
- E. Reproduce and distribute bid documents, advertise the project for bidding purposes, maintain a plan holders list, and distribute addenda.
- F. Provide construction management services as required.
- G. Provide construction inspection and red-lined drawings from which CONSULTANT shall prepare "Record Drawings".
- H. Make all necessary provisions for CONSULTANT to enter upon public and private property as required in the performance of Consultant's Services under this Agreement.

III. MISCELLANEOUS PROVISIONS

- A. CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the prior written consent of CITY.
- B. It is understood by and between the parties hereto that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's Services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes the Consultant's Services rendered pursuant to this Agreement.
- C. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his or her profession.
- D. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

- E. CONSULTANT shall assign only competent personnel to perform Consultant's Services. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform Consultant's Services, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- F. CONSULTANT shall perform Consultant's Services in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his or her profession. All products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.
- G. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.
- H. The parties hereto agree to immediately and diligently proceed with their respective duties as set forth herein to the end that the PROJECT will be completed satisfactorily within the shortest reasonable time.
- I. The CONSULTANT is not responsible for delay, nor shall CONSULTANT be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God: or the failure of CITY to furnish timely information or to approve or disapprove CONSULTANT's Services promptly; or delay or faulty performance by CITY, other contractors, or governmental agencies; or any other delays beyond CONSULTANT's reasonable control.

IV. COMPENSATION OF CONSULTANT

- A. Basis of Compensation. For and in consideration of the professional services to be provided by CONSULTANT hereunder, CITY agrees to pay CONSULTANT, and CONSULTANT agrees to accept from CITY as full compensation for said services the following maximum, not to exceed, amount(s):

For those services described in Section I, compensation shall be on a time and material basis with a maximum fee not to exceed FIVE HUNDRED SIXTY-EIGHT THOUSAND (\$568,000).

- B. Extra Work and Change Order Fee. Extra Work performed by the CONSULTANT for any work required by the CITY which is not specified as part of Consultant's Services in Section I, including but not limited to, any changes to CONSULTANT's Services including but not limited to contract change orders after the award of the construction contract by the City Council, or testimony in Court, shall be compensated by the use of the time and material fee rates of the attached Exhibit "A." No extra work will be compensated for unless required by CITY in writing.

C. Schedule of Payments.

1. CONSULTANT shall submit, and CITY shall pay, monthly invoices for work performed during the previous month. For the time and material services billing shall be based on the hourly and fee rate charges set forth in Exhibit "A" attached hereto, and on the number of hours expended on the PROJECT by each classification of employee. Payment from CITY shall be within thirty (30) days following approval of invoice by City's Project Manager.
2. In the event PROJECT is terminated, CITY shall pay to CONSULTANT full compensation for work performed up until the date of CONSULTANT's receipt of written notification to cease work on the PROJECT.
3. CONSULTANT shall notify the CITY in writing when the CONSULTANT's invoices total billing is within 25% of the contract compensation as indicated in Section IV.A.

V. TIME OF COMPLETION

Consultant shall complete the Electrical and Communication Building Bid Set Documents by December 31, 2015.

Work described in Section I shall be completed in a timely manner consistent with sound professional practices and in conformance with the approved PROJECT schedule.

VI. PROJECT TEAM

CONSULTANT designates Claudia Guadagne as Project Manager/Principal In Charge and Marnel Grindulo as Deputy Project Manager, to remain such unless or until CONSULTANT requests to change said designation and said request is approved by CITY. Major duties of the Project Manager and/or Deputy Project Manager shall include:

- A. Personally direct all work essential to the PROJECT.
- B. Sign all letters and instruments as requested by, and on behalf of, CITY.

C. Attend public meetings related to the PROJECT.

VII. CANCELLATION OF AGREEMENT

This Agreement may be canceled at any time by CITY at its discretion upon written notification to CONSULTANT. CONSULTANT shall not be liable for any errors or omissions contained in deliverable which are incomplete as a result of a termination where CONSULTANT is deprived of the opportunity to complete CONSULTANT'S services. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the PROJECT. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete up to the date of receipt of written notice to cease work shall, upon payment, become the property of CITY. CONSULTANT may terminate this Agreement upon written notice in the event of substantial failure by the CITY to perform in accordance with the terms of this Agreement; provided, however, the CITY shall have 30 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the CONSULTANT.

VIII. INDEMNIFY AND HOLD HARMLESS

- A. Indemnity for Design Professional Services. In connection with its design professional services hereunder, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.
- B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section VIII. A, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such

Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section VIII. B shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

- C. Survival of Indemnification Obligations. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. The Indemnities in this Section VIII shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

IX. INSURANCE

During the term of this Agreement CONSULTANT shall obtain and maintain in full force and effect at his/her own cost and expense the following insurance coverage:

- A. Worker's Compensation Insurance. Worker's Compensation Insurance, as required by the State of California, shall be provided that is necessary in connection with the performance of this Agreement. Such insurance shall relieve CITY from all responsibility for such benefits. Said policy shall also include employer's liability coverage no less than one million dollars (\$1,000,000.00) per accident for bodily injury and disease.
- B. General Liability Insurance. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.

- C. Automobile Liability Insurance.

CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.

D. Certificates of Insurance.

CONSULTANT shall file with the CITY's Director of Public Works upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or renewal will be made during the term of this Agreement, without thirty (30) days written notice to the Director of Public Works prior to the effective date of such cancellation, or change in coverage.

- E. Professional Liability Insurance. During the term of this Agreement, CONSULTANT shall maintain a professional liability insurance policy covering any loss arising out of errors, omissions, or negligent actions of CONSULTANT in the amount of not less than one million dollars (\$1,000,000.00).

X. OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of his or her duties under this Agreement, including but not limited to, the plans, reproducible mylar plans, specifications, studies, reports, and contract documents shall be the property of the City of Fairfield. If this Agreement is canceled in accordance with Section VII above, all completed and partially completed documents prepared by CONSULTANT shall be delivered to the CITY in both printed and electronic format within two weeks of notice of cancellation. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any documents prepared hereunder.

XI. SCOPE OF AGREEMENT

This writing constitutes the entire agreement between the parties relative to CONSULTING services on the PROJECT and no modification hereof shall be effective unless or until such modification is evidenced by a writing signed by both parties to this Agreement.

XII. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CITY if this provision is violated.

XIII. LOCAL EMPLOYMENT POLICY

- A. The City of Fairfield desires wherever possible to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.
- B. The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

- C. When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.
- D. As a way of responding to the provisions of the Davis-Bacon Act and this program, contractors, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin.

XIV. EMPLOYMENT DEVELOPMENT DEPT. REPORTING REQUIREMENTS.

When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

XV. MISCELLANEOUS PROVISIONS

A. Legal Action.

- 1. Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.
- 2. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.
- 3. Should any legal action about a project between CITY and a party other than CONSULTANT require the testimony of CONSULTANT when there is no allegation that CONSULTANT was negligent, CITY shall compensate

CONSULTANT for its testimony and preparation to testify at hourly rates that are agreed-upon in advance in writing by both parties.

- B. Entire Agreement; Modification. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.
- C. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.
- D. Time. Time is of the essence in the performance of this Agreement.
- E. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- F. Notices

Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

To CITY: City of Fairfield
Public Works Department
Responsible Person: Ryan Panganiban
1000 Webster Street
Fairfield, CA 94533

To CONSULTANT: FMG Architects
Responsible Person: Claudia Guadagne
330 15th Street
Oakland, CA 94612

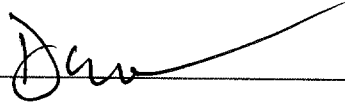
A party may change its address by giving written notice to the other party. Thereafter, any notice or other communication shall be addressed and transmitted to the new address. If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three (3) business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and CITY holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

- G. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 28th day of August, 2015.

CITY OF FAIRFIELD

a municipal corporation (CITY)



David A. White
City Manager

By Claudia Quadagne
FMG Architects
330 15TH Street
Oakland, CA 94612

EXHIBIT "A"
Fee Rate Schedule

FMG Architects
2015 Rate Break Down Table

FMG Architects					
Job Classification	Position Rate Range	Hourly Rate	Overhead %	Overhead \$	Total \$
Principal-in-Charge	\$65-\$70	\$ 69.00	198.34%	\$ 205.85	\$ 226.44
Project Manager	\$50-\$65	\$ 55.00	198.34%	\$ 164.09	\$ 180.50
Project / Senior Architect	\$40-\$50	\$ 48.50	198.34%	\$ 144.69	\$ 159.16
Specification Writer	\$35-\$40	\$ 39.00	198.34%	\$ 116.35	\$ 127.99
Technical Staff II	\$30-\$40	\$ 35.70	198.34%	\$ 106.51	\$ 117.16
Technical Staff I	\$20-\$30	\$ 30.30	198.34%	\$ 90.40	\$ 99.44

Claudia Guadagne, President

Print Name, Title

10-Jan-15

Date

FMG Architects**LIST OF OTHER DIRECT COSTS**

DESCRIPTION	Unit	Unit Cost
Travel/Mileage Costs	Mile	\$0.58
Toll	Trip	\$5.00
Reproduction B&W 8.5x11	EA	\$0.25
Reproduction Color 8.5x11	EA	\$1.00
Reproduction B&W 11x17	EA	\$1.00
Reproduction Color 11x17	EA	\$4.00
Reproduction B&W 22x24	EA	\$5.00
Presentation Color Print	SF	\$20.00
Presentation Foamcore Mounting	SF	\$15.00
Digital Set Up Full Size Plot	EA	\$10.00
Wire O Binding	EA	\$15.00

KKCS
2015 Rate Break Down Table

Job Classification	Position Rate Range	Base Hourly Rate	Overtime Rate Multiplier	Minimum Rate Hourly Rate	20% Profit
Project Manager	\$85-\$100	\$ 86.71	105.00%	\$ 177.76	\$ 195.54
Senior Engineer	\$75-\$85	\$ 72.12	105.00%	\$ 147.85	\$ 162.64
Engineer	\$32-\$50	\$ 32.00	105.00%	\$ 65.60	\$ 72.16
CAD	\$40-\$55	\$ 41.20	105.00%	\$ 84.46	\$ 92.91

Stan Tomlinson, Sr. Vice President
 Print Name, Title

8-Apr-15
 Date

HNTB

2015 Rate Break Down Table

Job Classification	Position Rate Range	Base Hourly Rate	Overhead Rate Range Office	Billing Rate Range Office	10% Profit
Civil Principal Engineer	\$105-\$115	\$ 111.68	153.09%	\$ 282.65	\$ 310.92
Senior Technical Advisor	\$80-\$90	\$ 84.40	153.09%	\$ 213.61	\$ 234.97
Project Engineer	\$40-\$50	\$ 45.05	153.09%	\$ 114.02	\$ 125.42
Engineer	\$30-\$35	\$ 30.96	153.09%	\$ 78.36	\$ 86.20
CADD	\$55-\$60	\$ 59.60	153.09%	\$ 150.84	\$ 165.92
Project Analyst	\$50-\$60	\$ 55.68	153.09%	\$ 140.92	\$ 155.01
Grant Funding	\$80-\$90	\$ 88.40	153.09%	\$ 223.73	\$ 246.10
Planning	\$90-\$100	\$ 98.48	153.09%	\$ 249.24	\$ 274.16

John Litzinger, Principal Engineer
Print Name, Title

29-Jul-15
Date

Prime Proposer: FMG Architects
2015 Rate Break Down Table

Job Classification	Hourly Rate Range	Base Hourly Rate	Overhead Expense Factor (%)	Overhead Rate (%)	Profit (\$/hr)	Hourly Rate Total	Hourly Rate Total
Principal-in-Charge	\$70-\$85	\$ 75.00	154.66%	154.66%	\$ 19.10	\$ 210.09	\$ 210.09
Lead MEP Engineer	\$65-\$75	\$ 70.00	154.66%	154.66%	\$ 17.83	\$ 196.09	\$ 196.09
Senior MEP Engineer	\$55-\$68	\$ 60.00	154.66%	154.66%	\$ 15.28	\$ 168.08	\$ 168.08
MEP Engineer	\$45-\$55	\$ 50.00	154.66%	154.66%	\$ 12.73	\$ 140.06	\$ 140.06
MEP Design Engineer	\$35-\$49	\$ 40.00	154.66%	154.66%	\$ 10.19	\$ 112.05	\$ 112.05
MEP Technician	\$32-\$48	\$ 38.00	154.66%	154.66%	\$ 9.68	\$ 106.45	\$ 106.45
CADD	\$30-\$45	\$ 36.00	154.66%	154.66%	\$ 9.17	\$ 100.85	\$ 100.85
Administration	\$25-\$40	\$ 30.00	154.66%	154.66%	\$ 7.64	\$ 84.04	\$ 84.04

Patrick Mallillin, President
 Name, title

27-Jul-15
 Date

Prime Proposer: FMG Architects
2015 Rate Break Down Table

Job Classification	Position Rate Range	Base Monthly Rate	Overhead Rate Prime Office	Overhead Rate Field Office	Profit (15%)	Subtotal Rate Prime	Subtotal Rate Field
Principal Engineer/Geologist		\$ 72.12	253%	253%	\$ 25.46	\$ 280.04	\$ 280.04
Associate Engineer/Geologist		\$ 57.69	253%	253%	\$ 20.36	\$ 224.01	\$ 224.01
Senior Engineer/Geologist		\$ 43.27	253%	253%	\$ 15.27	\$ 168.02	\$ 168.02
Project Engineer/Geologist		\$ 36.54	253%	253%	\$ 12.90	\$ 141.88	\$ 141.88
Staff Engineer/Geologist		\$ 33.65	253%	253%	\$ 11.88	\$ 130.66	\$ 130.66
CAD Specialist		\$ 38.94	253%	253%	\$ 13.75	\$ 151.20	\$ 151.20
Project Assistant		\$ 37.02	253%	253%	\$ 13.07	\$ 143.75	\$ 143.75
		\$ -	253%	253%	\$ -	\$ -	\$ -

Janet Tam, Associate
 Print Name, Title

29-Jul-15
 Date



Expect Excellence

GEOTECHNICAL
ENVIRONMENTAL
WATER RESOURCES
CONSTRUCTION SERVICES

PREFERRED CLIENT FEE SCHEDULE PROFESSIONAL SERVICES

Effective April 2015

President.....	\$295.00 per hour
Principal Engineer/Geologist.....	\$240.00 per hour
Associate Engineer/Geologist.....	\$220.00 per hour
Senior Engineer/Geologist.....	\$195.00 per hour
Project Engineer/Geologist/Manager.....	\$175.00 per hour
Environmental Scientist.....	\$170.00 per hour
Staff Engineer/Geologist.....	\$155.00 per hour
Assistant Engineer.....	\$130.00 per hour
Construction Services Manager.....	\$155.00 per hour
Senior Field Representative II.....	\$140.00 per hour**/**
Senior Field Representative I.....	\$125.00 per hour**/**
Field Representative.....	\$115.00 per hour**/**
Environmental Technician.....	\$120.00 per hour**/**
Senior Laboratory Technician.....	\$140.00 per hour
Laboratory Technician.....	\$125.00 per hour
CAD Specialist.....	\$125.00 per hour
Network Administrator.....	\$175.00 per hour
Project Assistant.....	\$110.00 per hour

* Two-hour minimum portal to portal. Travel time, pick-up and delivery will be billed based on normal hourly rates, portal to portal.

* **OVERTIME RATES:** Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.

** For Prevailing Wage projects, increase the hourly rate by \$15.

** Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of eight (8).

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment RentalCost plus 20%
- Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge)\$2,000.00 half day, \$4,000.00 full day

TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of client. A principal risk is the potential for human error by ENGEO. For client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, client agree to limit ENGEO's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed \$50,000 (or ENGEO's fee, whichever is greater, but not more than \$1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

EQUIPMENT AND MATERIALS CHARGES

DESCRIPTION	COST PER UNIT (\$)	UNIT
Air Content Meter	7.00	hour
All-Terrain Vehicle (Mule)	25.00	hour
Bailers (Disposable)	8.00	each
Camera - Video	10.00	hour
Concrete Crack Monitor	20.00	each
Coring Machine	25.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	20.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Percussion Penetrometer)	50.00	hour
Floor Flatness/Floor Level Equipment	20.00	hour
Generator	15.00	hour
GPS Hand Held (Garmin)	5.00	hour
GPS Survey Grade (Trimble)	90.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	15.00	hour
Interface Probe	2.00	hour
Magnetic Particle Test Equipment	8.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	15.00	hour
R Meter (Pachometer)	15.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Skidmore Wilhelm Bolt Tension Calib.	10.00	hour
Slope Inclinometer/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	12.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	25.00	hour
Vapor Emission Test Kit	25.00	kit
Vector Conversion	60.00	conversion
Vehicle, mileage, nuclear gauge, misc. equipment, wireless communication	20.00	hour
Vehicle, mileage, misc. equipment, wireless communication	11.00	hour
Water Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.78	mile
Parking	actual	actual
Trailer	15.00	hour
AutoCAD, Terramodel (Hardware & Software)	20.00	hour
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute

EXHIBIT "B"

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

- e. Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.**
- f. Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.**
- g. Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.**

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☒ **Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.**
- ☐ **Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence**
- ☐ **Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence**
- ☐ **Fidelity / Crime / Dishonesty Bond in the minimum amount of \$ _____**
- ☐ **MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants**

- **Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.**

3) INSURANCE PROVISIONS

- a) **Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.**
- b) **The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:**
 - i) **The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.**
 - ii) **For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.**
 - iii) **Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.**
 - iv) **The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.**

- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice, and ten (10) days written notice in the unlikely event of nonpayment of premiums, by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT's policy limits of coverage.
- c) **Acceptability of Insurer.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.
- d) **Verification of Coverage.** CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit B. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- e) **Sub-contractors.** CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit B. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

EXHIBIT "C"

Scope of Work



FMG ARCHITECTS

330 15th Street
Oakland, CA 94612
510-465-8700
www.fmgarchitects.com

May 29, 2015 (Revised 7/23/15)

Ryan Panganiban, P.E. | Associate Civil Engineer
City of Fairfield | Public Works - Engineering
1000 Webster Street, 3rd Floor
Fairfield, CA 94533

Re: Fairfield/Vacaville Intermodal Station Building Project

Dear Ryan,

FMG Architects (FMG) is pleased to submit the scope of services for Fairfield/Vacaville Intermodal Station Building Project.

The FMG Team consists of all the following firms:

1. Engeo - Geotechnical
2. HNTB - Civil and Grant Funding
3. KKCS - Structural and Cost Estimating
4. YEI Engineers - Electrical, Mechanical and Plumbing

The base scope of work for the architectural and engineering services are as outlined in the RFP. This project is a new building of approximately 4,000 square feet within the Fairfield / Vacaville Train Station (Phase II) project that is currently under construction. This work is to be accomplished through the integrated use of the FMG Team and in accordance with the project schedule.

The FMG Team will provide design services for the Electrical and Communication Building. This scope is in addition to the base scope of work outlined in the RFP. This building houses the project's electrical and communication equipment. The 100% documents of this scope of work will be completed no later than December 31, 2015 to meet the current construction schedule for Phase 2B-2C improvements.

The FMG Team will provide design services for the site identifying Monument Signs at the locations identified by the City. This work is to be accomplished through the integrated use of the FMG Team and in accordance with the project schedule.

The FMG Team will explore and make recommendations for art opportunities around the site and the Monument Signs. This scope is in addition to the base scope of work outlined in the RFP. This work is to be accomplished through the integrated use of the FMG Team and in accordance with the revised project schedule.

PROJECT TASKS

1. Project Management
FMG's project management services will be performed by the project manager, Claudia Guadagne, and the assistance of Marnel Grindulo throughout the duration of the project. Marnel will be responsible for the day to day management of the project that includes coordination and interface with the City, stakeholders and consultants.

Project Management services include:

- a. Supervise, coordinate and monitor the Project development.

Fairfield/Vacaville Intermodal Station Building Project

- b. Manage and maintain continuous cost control of the team's work.
- c. Maintain the document control system for both correspondence and design files.
- d. Prepare all correspondence including meeting minutes, all correspondence will be copied to City's Project Manager.
- e. Meeting minutes will be provided within one week to the City's Project Manager.
- f. Submit Monthly progress reports. Reports will include status of milestones, progress achieved, cost and budget status, issues and areas of concerns, Team and the City's action items.

Project Invoices will be prepared using the City's approved format that will include the required phases, activities and subtasks.

The team will follow FMG's Quality Assurance/Quality Control Plan. The QA plan will be maintained and monitored by an FMG senior architect.

2. Preliminary Studies And Site Investigations

FMG will schedule and lead the "kick-off" meeting for this phase. The Team will provide the following:

- a. Preliminary studies and site investigations needed to prepare the schematic design and the final design documents.
- b. As part of FMG's quality control, we will review all subconsultant studies and reports for accuracy and completeness prior to submitting to City for review and comment.
- c. FMG will provide a Design Basis Memorandum (DBM) that will include the preliminary design criteria, constraints and assumptions utilized to further develop the design.
- d. FMG will develop a minimum of three architectural concepts to be presented to the stakeholders for review.
 - 1) FMG anticipates two work sessions. The first one will be to present the concepts, the second will present the revised concept addressing the stakeholders comments and input.
 - 2) The final renderings will show the Phase II project that is currently under construction such as the plaza, parking lot, bus transfer area, underpass and pedestrian walkway, and center platform.
 - 3) The Team will present the preferred design solution to the agencies that may have jurisdiction such as, the City Planning Commission, the City Council, the Community, and Solano Transportation Authority Board.
 - a) FMG estimates a total of five presentations.
- e. The team will review the existing plans, specifications, and reports completed to date prior to starting any conceptual design.
- f. The team will assist the City with their Grant applications. This will include a meeting to discuss the existing funding plan, and to identify ways in which the team can support the City. Such support could be in the form of writing, development of supporting materials, and reporting to the granting agency.

Deliverables:

- a. Design Basis Memorandum
- b. Three 3D renderings as well as rendered plans of the selected concept.
- c. Conceptual 2D drawings of the selected concept. Drawings will include plans, sections and elevations.

3. Final Design

The FMG Team will develop the selected design concept into the final design. The Team will prepare construction drawings, specifications, and cost estimates (PS&E) for each one of the milestone packages as outlined in the RFP.

The final design will be delivered in two design packages (Foundation and Underground Utilities, and Building Design) in order to expedite the schedule.

a. 35% Design Submittal:

This package will be used by the city as a final confirmation of the design approach approved under task two.

The civil and underground utilities design will only be part of the foundation package. The Building design package will only include architectural, structural and MEP designs.

Deliverables:

- 1) Preliminary drawings for architectural, structural and MEP designs only (site plan, plans, sections, elevations and preliminary details).
- 2) Outline specifications.
- 3) Sample board of proposed interior and exterior materials, and colors for the new proposed building. This will be prepared and presented to the City for review and approval.
- 4) Cost Estimate

b. Progress Set:

FMG proposes to eliminate the form 65% Design Submittal and instead to have a progress set to have an over-the-shoulder review with the City. The same set will be used for coordination purposes with the Team members. The progress set will include all comments provided by the City under the 35% design packages.

Deliverables:

- 1) Progress set of drawings only
- 2) Cost estimate

c. 95% Design Submittal:

The submittal will include drawings, specifications and final cost estimate. This package will include all comments provided by the City under the over the shoulder review.

Deliverables:

- 1) Drawings for architectural, civil/utilities, structural and MEP designs (site plan, plans, sections, elevations, details and schedules).
- 2) Specifications.
- 3) Cost Estimate.
- 4) Response to 35% comments.

d. Issue for Bid Submittals will address all the 95% comments provided by the City.

Deliverables:

- 1) Drawings for architectural, civil/utilities, structural and MEP designs (site plan, plans, sections, elevations, details and schedules).
- 2) Specifications.
- 3) Response to 95% comments.

e. Bidding Assistance:

The Team will assist the City by providing answers to questions from the bidders and prepare Addenda, if needed during the procurement process. The Team will prepare conformed set of documents once the Bid Phase is complete.

The FMG Team will coordinate with the appropriate local government and regulatory agencies and implement their requirements where applicable.

CIVIL SCOPE

The current Fairfield / Vacaville Train Station (Phase II) project civil and utility plans will be updated for the 95% submittal to reflect the new footprint of the station building and hardscape revisions. It is anticipated that the points of connection for the utilities will remain unchanged as well as the load demand for water, fire service, and sanitary sewer. No calculations or reports for utilities or storm drainage are anticipated to be required.

STRUCTURAL SCOPE

KKCS will provide structural engineering services to prepare studies, structural plans and specifications for the Station and the Electrical and Communication buildings. KKCS will provide the foundation design for the monument signs as part of the added scope of work. Foundation for future art locations are not part of the scope.

Engineering plans, calculations, specifications, staging and sequencing plans and related reports shall be prepared under the responsible charge of an appropriate California Registered Professional Civil Engineer.

KKCS will interface with all other disciplines - Architect, Civil and Electrical Engineers during all phases of the design process. In addition, KKCS will interface with the Fairfield / Vacaville Train Station (Phase II) Project team to ensure overall project function and conformity.

All design work will conform to the latest edition of all applicable federal, state, and local codes and other regulatory requirements.

Copies of specific investigations, studies, reports, or other documents required for design development will be submitted to City of Fairfield. KKCS will be responsible for performing all structural work necessary to develop a complete design in accordance with the tasks listed below.

KKCS will review the Geotechnical report and incorporate findings into the structural design parameters in terms of site specific ground motion.

KKCS will write a comprehensive basis of design document at the start of the structural design process. KKCS will adapt structural design parameters to the requirements of the project.

MEP SCOPE

1. Electrical

YEI will perform site investigation and coordinate with site civil engineer to confirm field conditions and point of connections for electrical and telecommunication services. YEI will coordinate with the utility company for the electrical service.

YEI will coordinate with FMG to prepare the Design Basis Memorandum for electrical power, lighting, controls, fire alarm and telecommunication such as (CCTV, Public Address and Access Control).

YEI will coordinate the electrical and communication work done under the current construction to ensure proper interface Fairfield/Vacaville Train Station Building. For example, the new building communication system will interface with an electrical box shown on the Train Station drawing. Also the building CCTV equipment will need to be similarly specified for totally compatible with CCTV equipment provided under the Train Station Project. Utilizing energy efficient lighting such as LED and wireless controls will be considered for the building.

Site utilities beyond 5 feet of the building will be done by Civil.

In addition to the base scope, YEI will provide electrical design services for the Electrical and Communication Building to be submitted as a separate package.

YEI will provide the design for the monument signs and the public art lighting systems, as well as the required lighting calculations. Title 24 report will provided as part of this scope.

2. Mechanical

YEI will coordinate with site civil engineer to determine point of service for sewer, fire water, natural gas and domestic water services. Coordinate with City for water metering and backflow preventer installation standards. Coordinate with Architect and City, and prepare Design Basis Memorandum to address HVAC, plumbing, and fire protection.

The challenging task for mechanical is to ensure proper services are provided for the particular occupancy. For example, the new building will contain multiple diverse services including vending kiosk, waiting area, and retail space café, which will require attention to specifying HVAC and equipment plumbing for each. Utilizing energy efficient refrigerant fan coil and cassette systems will be considered for the building.

The above was specified and implemented for recent YEI projects including the Union City Station.

Site utilities beyond 5 feet of the building will be done by Civil.

In addition to the base scope, YEI will provide air conditioning and/or ventilation design services for the Electrical and Communication Building to be submitted as a separate package. Title 24 report will provided as part of this scope

COST ESTIMATE SCOPE

KKCS will provide Cost Estimates 2 weeks after the completion of the 35% submittal and 95% submittal. Since there will not be a formal 65% submittal, KKCS will provide a revised estimate using the progress review set.

The 95% cost estimate will become the detailed construction cost estimate.

EXCLUSIONS

1. Solar power design.
2. LEED Analysis and Certification.
3. Fire Sprinkler design and Certified Fire Protection Engineer. Assume only to provide performance base design.
4. Renewable energy design.
5. MEP Presentation of preferred design.

6. Telecommunications, data and security design work for the Electrical and Communication Building.
7. Construction support services.
8. Commissioning.
9. Specifications for IT Equipment such as ticket machines, etc.

SCHEDULE

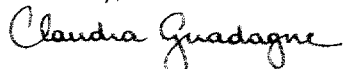
Assume a total of 12 months after noticed to proceed is received. A detailed design schedule will be provided after Notice to Proceed.

1. Electrical and communication Building	
35% Design Submittal	1 month
95% Design Submittal	1 months
Issue for Construction Submittal	1 month
2. Foundation and Underground Utilities Package	
35% Foundation Design Submittal	1 month
95% Foundation Design Submittal	2 months
Issue for Bid Submittal	1 month
Bidding Assistance	1 month
3. Building Design Package	
Preliminary Studies And Site Investigations	4 months
35% Design Submittals	2 months
Progress Review	2 months
95% Design Submittal	2 months
Issue for Bid Submittal	1 month
Bidding Assistance	1 month

FEE

See Attachment.

Sincerely,



Claudia Guadagne, RA
President
Lic. # C27982

EXHIBIT “D”

Federal Clauses and Other Requirements

1. Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. Buy America

[NOT APPLICABLE]

3. Charter Bus Requirements and School Bus Requirements

[NOT APPLICABLE]

4. Cargo Preference - Use of United States- Flag Vessels

[NOT APPLICABLE]

5. Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

6. Energy Conservation

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

7. Clean Water

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that

the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. Bus Testing

[NOT APPLICABLE]

9. Pre-Award and Post-Delivery Audit Requirements

[NOT APPLICABLE]

10. Lobbying Restrictions

The CONTRACTOR agrees to:

(a) Refrain from using Federal assistance funds to support lobbying,

(b) Comply, and assure the compliance of each third party CONTRACTOR at any tier and each SUBCONTRACTOR at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

(c) Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

11. Access to Records

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the

FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.36(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

12. Federal Changes

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA), between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

13. Bonding Requirements

[NOT APPLICABLE]

14. Clean Air

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. Recycled Products

To the extent applicable, the CONTRACTOR agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

16. Davis-Bacon and Copeland Anti-Kickback Acts

[NOT APPLICABLE]

17. Contract Work Hours and Safety Standards Act

[NOT APPLICABLE]

18. [Reserved]

19. No Government Obligation to Third Parties

(a) The City of Fairfield and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Fairfield, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the SUBCONTRACTOR who will be subject to its provisions.

20. Program Fraud and False or Fraudulent Statements or Related Acts.

(a) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

(b) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

(c) The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the SUBCONTRACTOR who will be subject to the provisions.

21. Termination

Upon written notice, CONTRACTOR agrees that the Federal Government may suspend or terminate all or part of the Federal financial assistance provided herein if CONTRACTOR has violated the terms of the Grant Agreement or Cooperative Agreement, or if the Federal Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of the Grant Agreement or Cooperative Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement. Termination of any Federal financial assistance for the Project will not invalidate obligations properly incurred by CONTRACTOR before the termination date, to the extent those obligations cannot be canceled. If, however, the Federal Government determines that CONTRACTOR has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable and appropriate use of the Project real property, facilities, or equipment, or has failed to comply with the terms of the Grant Agreement or Cooperative Agreement, the Federal Government reserves the right to require CONTRACTOR to refund the

entire amount of Federal funds provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant

Agreement or Cooperative Agreement

- (a) Termination for Convenience: The City of Fairfield may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to City of Fairfield to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the City of Fairfield, the CONTRACTOR will account for the same, and dispose of it in the manner the City of Fairfield directs.
- (b) Termination for Default: If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Fairfield that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or beyond the control of the CONTRACTOR, the City of Fairfield, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.
- (c) Termination for Cost-Type Contracts: The City of Fairfield may terminate this contract, or any portion of it, by serving a notice of termination on the CONTRACTOR. The notice shall state whether the termination is for convenience of the City of Fairfield or is for the default of the CONTRACTOR. If the termination is for default, the notice shall state the manner in which the CONTRACTOR has failed to perform the requirements of the contract. The CONTRACTOR shall account for any property in its possession paid for from funds received from the City of Fairfield, or property supplied to the CONTRACTOR by the City of Fairfield. If the termination is for default, the City of Fairfield may fix the fee, if the contract provides for a fee, to be paid the CONTRACTOR in proportion to the value, if any, of the work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the City of Fairfield and the parties shall negotiate the termination settlement to be paid the CONTRACTOR.

22. Government-wide Debarment and Suspension (Nonprocurement)

The CONTRACTOR agrees to comply, and assures the compliance of each third party CONTRACTOR and SUBCONTRACTOR at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Nonprocurement)," within 49 C.F.R. Part 29.

23. Privacy Act

The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

(a) The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(b) The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. Civil Rights

The following requirements apply to the underlying contract:

(a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(c) The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. Breaches and Disputes

(a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Fairfield. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the

City of Fairfield. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City of Fairfield shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

(b) Performance During Dispute - Unless otherwise directed by the City of Fairfield, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

(c) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

(d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Fairfield and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.

(e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Fairfield, Architect or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

26. Patent and Rights in Data.

[NOT APPLICABLE]

27. Transit Employee Protective Arrangements.

[NOT APPLICABLE]

28. Disadvantaged Business Enterprise

The CONTRACTOR agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

(a) The CONTRACTOR agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(b) The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from the U.S. DOT. The CONTRACTOR's DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Implementation of this DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of the Grant Agreement or Master Agreement. Upon notification to the CONTRACTOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*

29. [Reserved]

30. Incorporation of FTA 4220.1F Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any City of Fairfield request, which would cause the City of Fairfield to be in violation of the FTA terms and conditions.

31. Substance Abuse

[NOT APPLICABLE]

Documents Requiring Signatures

Request for Proposals
Fairfield/Vacaville Intermodal Station Building –
Design Services



Lobbying Certification

The undersigned Claudia Guadagne certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or shall be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBCONTRACTORS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to

Documents Requiring Signatures

Request for Proposals
Fairfield/Vacaville Intermodal Station Building –
Design Services



a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, FMG Architects, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Claudia Guadagne

Signature of CONTRACTOR'S Authorized Official

Claudia Guadagne, President

Name and Title of CONTRACTOR'S Authorized Official

4/23/15

Date

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, City of Fairfield may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to City of Fairfield if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact City of Fairfield for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by City of Fairfield.
6. The prospective lower tier participant further agrees by submitting this proposal that it shall include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, City of Fairfield may pursue available remedies including suspension and/or debarment.

Documents Requiring Signatures

Request for Proposals
Fairfield/Vacaville Intermodal Station Building –
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"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date 4/23/15

Signature Claudia Guadagne

Company Name FMG Architects

Title Claudia Guadagne, President

Documents Requiring Signatures

Request for Proposals
Fairfield/Vacaville Intermodal Station Building –
Design Services



CERTIFICATION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

In accordance with Title 49, Code of Federal Regulations, Part 26, California Public agreements Code Section 10115, and other applicable Disadvantaged Business Enterprise ("DBE") rules and regulations, the offeror declares that it had made a good faith effort to comply with established DBE goals, as evidenced below:

xxxx
_____ The offeror is committed to a minimum of 3.5 % DBE utilization on this contract.

_____ The offeror (if unable to meet the DBE goal of 3.5%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Offeror shall submit Letter of Intent for each DBE subcontractor in the Cost Proposal.

Name of offeror's firm: FMG Architects

By: Claudia Guadagne

Name: Claudia Guadagne

Title: President

Date: 4/23/15

Documents Requiring Signatures

Request for Proposals
Fairfield/Vacaville Intermodal Station Building –
Design Services



LETTER OF INTENT

(DISADVANTAGED BUSINESS ENTERPRISE PROGRAM)

Name of offeror's firm: FMG Architects
Address: 330 15th Street
City: Oakland State: CA Zip: 94612

Name of DBE firm: FMG Architects
Address: 330 15th Street
City: Oakland State: CA Zip: 94612
Telephone: 510 465 8700

Description of work to be performed by DBE firm: -----
Architectural Design, Project Management

The offeror is committed to utilizing the above-named DBE firm for the work described above.

The estimated dollar value of this work is \$ 9,000.

Affirmation: The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By Claudia Guadagne
Claudia Guadagne, President

If the offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

Documents Requiring Signatures

Request for Proposals
Fairfield/Vacaville Intermodal Station Building -
Design Services



LETTER OF INTENT

(DISADVANTAGED BUSINESS ENTERPRISE PROGRAM)

Name of offeror's firm: FMG Architects

Address: 330 15th Street

City: Oakland

State: CA

Zip: 94612

Name of DBE firm: YEI Engineers, Inc.

Address: 7700 Edgewater Drive, Suite 128

City: Oakland

State: CA

Zip: 94621

Telephone: (510) 383-1050

Description of work to be performed by DBE firm: -----

Mechanical and Electrical Engineering

The offeror is committed to utilizing the above-named DBE firm for the work described above.

The estimated dollar value of this work is \$ 119,292.00

Affirmation: The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By

If the offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

AMENDMENT NO. 1

TO AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF FAIRFIELD AND FMG ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE FAIRFIELD/VACAVILLE INTERMODAL STATION BUILDING

This AMENDMENT No. 1 (hereinafter "AMENDMENT") TO THE Agreement for Consulting Services for architectural and engineering design services for the Fairfield/Vacaville Intermodal Station Building, dated August 28, 2015, is made and entered this 28th day of October, 2016, by and between the CITY OF FAIRFIELD, a municipal corporation (hereinafter, "CITY"), and FMG ARCHITECTS (hereinafter, "CONSULTANT").

WITNESSETH

WHEREAS, CITY and CONSULTANT, entered into an Agreement for Consulting Services for the architectural and engineering design services for the Fairfield/Vacaville Intermodal Station Building (PROJECT) on August 28, 2015 (hereinafter, "AGREEMENT"); and

WHEREAS, CONSULTANT has agreed to modifications to the AGREEMENT to provide design services during the construction of the Electrical/Communication Building, which is a component of the project.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

1. Section IV of the AGREEMENT shall be amended to include the following:

IV. COMPENSATION OF CONSULTANT

Basis of Compensation. For and in consideration of the professional services to be provided by CONSULTANT hereunder, CITY agrees to pay CONSULTANT, and CONSULTANT agrees to accept from CITY as full compensation for said services the following maximum, not to exceed amount:

For those services described in Section 1 of AGREEMENT and attached Exhibit "C-1", compensation shall be on a time and material basis, increasing the maximum fee by \$48,717.00 to a maximum fee not to exceed SIX HUNDRED, SIXTEEN THOUSAND, SEVEN HUNDRED AND SEVENTEEN DOLLARS (\$616,717.00).

2. Section V of the AGREEMENT shall be amended to include the following:


V. TIME AND COMPLETION

Design assistance during construction shall be completed no later than one year from Amendment No. 1 execution date.


3. Exhibit "C" shall be amended to include the attached Exhibit "C-1" – Electrical/Communication Building Construction Phase Services.
4. Except as specifically set forth herein, all terms and conditions of the AGREEMENT between the CITY and CONSULTANT, dated August 28, 2015, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 28th day of OCTOBER, 2016.

CITY OF FAIRFIELD
a municipal corporation (CITY)



George R. Hicks
Director of Public Works

By 

FMG ARCHITECTS
(CONSULTANT)



FMG ARCHITECTS

330 15th Street
Oakland, CA 94612
510-465-8700
www.fmgarchitects.com

EXHIBIT C-1

October 7, 2016

Ryan Panganiban, P.E. | Associate Civil Engineer
City of Fairfield | Public Works - Engineering
1000 Webster Street, 3rd Floor
Fairfield, CA 94533

Re: Fairfield Electrical / Communication Building Construction Phase Services

Dear Ryan,

FMG Architects (FMG) is pleased to submit this proposal and scope of services for the Fairfield Electrical / Communication Building Construction Phase Services.

The scope of work is limited to response to specific submittals and RFIs during the term of construction. FMG Architects will be responsible for team coordination as well as architectural submittals. KKCS will be responsible for structural submittals and YEI shall be responsible for mechanical, electrical and communication submittals. Other submittals and required responses will be the responsibility of Fairfield staff. All work will be directed by the City of Fairfield. All submittals will be reviewed and stamped by the general contractor prior to review by the City or design team. Submittals up to 11X17 may be transmitted electronically. Larger documents shall be submitted in printed format.

The following is the complete list of anticipated work for each team member.

FMG ARCHITECTS

Roofing (Lawrence Roofing and Associates Inc.) 0001-07 50 00-0
Door, Frame (Heritage Door) 0001-08 11 00-0
Stucco (Preferred Lath and Plaster Inc.) 0001-09 22 00-0
Painting (James L Harris' Painting & Decorating Inc.) 0001-09 91 00-0
Insulation (Sacramento Building Products) 0001-07 21 00-0
Rubber Base 0001-09 65 00-0
Gypsum Board 0001-09 29 00-0
Fire Stopping 0001-07 27 00-0
Joint Protection 0001-07 90 00-0
Requests for Information Responses (RFIs)
Coordination and Administration

KKCS

Structural Steel (Dynamic Iron Works) 00001-05 50 00-0
Concrete Mix Design (A&A Concrete Supply) 0001-03 30 00-0
Concrete Accessories
Metal Deck
Requests for Information Responses (RFIs)

YEI

Submittal Reviews

Mechanical (A/C Units)

Electrical (General Material & Lighting)

Requests for Information Responses (RFIs)

EXCLUSIONS

1. Meetings and site visits
2. Creation of as-built documents
3. Verification of contractor requests for payment
4. Any work not specifically noted in each firm's scope above

SCHEDULE

Design Assistance During Construction

Not to exceed 1 year.

FEE

Work will be billed hourly at our approved rates.

Architectural (FMG)	\$19,990.88
Structural (KKCS)	9,001.64
MEP (YEI)	19,161.08
Fee 2%	563.25
Grand Total	\$48,716.85

Expenses shall be additional and shall include, but not limited to printing in large format, color printing, and postage and delivery will billed at cost +10% mark-up.

Sincerely,



Ron Finger, RA
Vice President
Lic. # C11001

[illegible]